

**EMPLOYMENT AGREEMENT BETWEEN
RYAN J. ROBISON AND THE SUTTER UNION HIGH SCHOOL DISTRICT
OF SUTTER COUNTY, CALIFORNIA**

This Employment Agreement (“Agreement”) is made and entered into as of July 1, 2023, between the Sutter Union High School District of Sutter County, State of California (“District”) and Ryan J. Robison, (“Superintendent/Principal”).

I. TERM/RENEWAL

District hereby employs Superintendent/Principal as a permanent certificated employee of the District for a three (3) year term beginning July 1, 2023 and concluding June 30, 2026. If the evaluation of the Superintendent/Principal in the school year immediately preceding the last school year of this Agreement is deemed satisfactory or better, this Agreement shall be extended by one school year. The Board of Trustees (“Board”) shall confirm this extension in public at the next regular Board meeting subsequent to this extension. In the event this Agreement is extended by operation of this provision, this provision continues to apply to this Agreement as extended.

II. SALARY

The Superintendent/Principal shall be paid a basic annual salary for each school year during the term of this agreement of \$159,937.00 plus such additional amounts for the school years, 2023/2024, 2024/2025, 2025/2026 as are provided for in this Agreement or otherwise agreed upon by the parties. The salary for each school year shall be paid in twelve monthly installments. (Salary reflects elimination of voluntary reduction applied at the beginning of the 2008/2009 school year)

The \$2,500 additional portion of the Superintendent’s annual step increase shall “sunset” effective June 30, 2019. Step increases for the Superintendent/Principal for 2020/2021, 2021/2022, 2022/2023 and succeeding school years for the term of this Agreement shall be the District-wide percentage increase for these school years, respectively, or as otherwise agreed upon by the parties.

The salary for any school year during the term of this Agreement shall not be less than the Superintendent/Principal’s salary in effect for the immediately preceding school year.

III. AUTOMOBILE

The District shall furnish an automobile to Superintendent/Principal, including fuel, repairs, maintenance and insurance, for his use during the term of this Agreement.

IV. VACATION.

A. The Superintendent/Principal shall render twelve months of full and regular service to the District during each school year covered by this Agreement. He shall be entitled to twenty-two days annual vacation with pay, for a school year of service, exclusive of holidays defined in Section 37220 of the Education Code and exclusive of the local holidays declared by the Board.

B. Unused vacation shall accrue from year to year, subject to the limitations set forth in this section B. If the Superintendent/Principal's accrued vacation as of June 30 of any school year during the term of this Agreement (herein "Year One") exceeds 100 days, he shall reduce his total accrued vacation to 100 days by June 30 of the following school year (herein "Year Two), in one of the following ways, which he shall elect in writing before June 30 of Year Two:

1. He shall take not less than 22 days of vacation, plus the vacation days in excess of 100 days as of the end of Year One, as days off work by June 30 of Year Two; or
2. He shall take not less than 22 days of vacation, plus the vacation days in excess of 100 days as of the end of Year One, as a lump sum payment by June 30 of Year Two; or
3. He shall take not less than 22 days of vacation, plus the vacation days in excess of 100 days as of the end of Year One, as combination of (i) days off work and (ii) a lump sum payment, by June 30 of Year Two.

C. The Superintendent/Principal may elect to reduce accrued and unused vacation days, on an annual basis, in the form of one lump sum payment. The number of days for which the annual pre-retirement, lump sum payment shall be made shall not exceed 20 days each year.

D. Upon termination of his employment, subject to the limitations set forth in Section B. above, the Superintendent/Principal shall be paid for all days of accrued and unused vacation. This payment shall be made in one lump sum paid in one calendar year or in two equal lump sums paid over two calendar years, as agreed to by the parties. The payment or payments shall be based on the salary in effect as of June 30 of the final year of employment. In accordance with the limitations set forth in Section B, above, the total number of days for which the lump sum payment or payments shall be made shall not exceed 100 days of vacation, plus days elected by Superintendent/Principal under Section B, above, for lump sum payments for his final year of employment.

E. Subject to the provisions of Sections A, B, C and D above, vacation shall be taken at the discretion of Superintendent/Principal.

V. LEAVE OF ABSENCE

The Superintendent/Principal shall be entitled to 12 days' leave of absence for illness or injury, exclusive of all days he is not required to render service to the district, with full pay for a school year of service. Pay for any day of this absence shall be the same as the pay that would have been received had the Superintendent/Principal served during the day. Credit for leave of absence need not be accrued prior to taking the leave, and the leave of absence may be taken at any time during the school year. If the Superintendent/Principal does not take the full amount of leave allowed in any school year under this provision the amount not taken shall be accumulated from year to year. In addition, the Superintendent/Principal shall be entitled to extended accident and illness leave; personal necessity leave; industrial accident and illness leave; bereavement leave; and other leaves of absence applicable to certificated employees under the Education Code.

VI. HEALTH AND WELFARE BENEFITS

The Superintendent/Principal shall be covered under the District-sponsored health and welfare benefit plan for management personnel (health, dental, vision and life insurance), during the term of this Agreement. The premiums for this coverage shall be paid by District.

VII. EXPENSES

The District shall pay the actual and necessary expenses incurred by the Superintendent/Principal when performing services for the District under the direction of the Board, including expenses of attendance at appropriate professional meetings at the local and state level, in accordance with Education Code Section 44032 and 44033. The District shall also pay professional membership fees incurred by the Superintendent/Principal.

VIII. LIMITATION ON CASH SETTLEMENT AT TERMINATION (Gov. Code § 53260.)

If this Employment Agreement is terminated prior to the end of its term, the maximum cash settlement that Superintendent/Principal may receive shall be an amount equal to his monthly salary multiplied by the number of months left on the unexpired term of the contract, not to exceed twelve months.

Notwithstanding the foregoing, the District shall not provide a cash or noncash settlement to the Superintendent/Principal in any amount if the District believes, and subsequently confirms, pursuant to an independent audit, that the Superintendent/Principal has engaged in fraud, misappropriation of funds, or other illegal fiscal practices.

IX. OTHER STATUTORY REQUIREMENTS

This Agreement is modified to comply with the provisions of Government Code sections 53243 through 53243.4 to the extent these sections are applicable to school districts. These sections require an officer or employee to reimburse certain amounts paid by an employer if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

X. MODIFICATIONS.

The terms of this Agreement are subject to modification by a signed written Agreement between the parties.

SUTTER UNION HIGH SCHOOL DISTRICT

By _____
DENNIS RICHARDSON, PRESIDENT
OF THE GOVERNING BOARD

_____ DATE

By _____
LARRY MUNGER, CLERK
OF THE GOVERNING BOARD

_____ DATE

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as Superintendent/Principal of the Sutter Union High School District.

By _____
RYAN J. ROBISON
SUPERINTENDENT/PRINCIPAL

_____ DATE